

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

VALEANT PHARMACEUTICALS
INTERNATIONAL, INC.; VALEANT
PHARMACEUTICALS INTERNATIONAL; and
AGMS, INC.,

Civil Action No. 3:18-cv-00493

Plaintiffs,

v.

AIG INSURANCE COMPANY OF CANADA;
ACE INA INSURANCE COMPANY; ALLIANZ
GLOBAL RISKS US INSURANCE COMPANY;
ARCH INSURANCE CANADA LTD; EVEREST
INSURANCE COMPANY OF CANADA;
HARTFORD FIRE INSURANCE COMPANY;
IRONSHORE CANADA LTD.; LIBERTY
INTERNATIONAL UNDERWRITERS, a division
of LIBERTY MUTUAL INSURANCE
COMPANY; and LIBERTY MUTUAL
INSURANCE COMPANY; LLOYD'S
UNDERWRITERS; LLOYD'S CONSORTIUM
9885 (a/k/a STARR FINANCIAL LINES
CONSORTIUM 9885); LLOYD'S SYNDICATE
ANV 1861; LLOYD'S SYNDICATE AMA 1200;
LLOYD'S SYNDICATE ARGO 1200; LLOYD'S
SYNDICATE AWH 2232; LLOYD'S
SYNDICATE BRT 2987; LLOYD'S SYNDICATE
CVS 1919; LLOYD'S SYNDICATE HCC 4141;
LLOYD'S SYNDICATE MITSUI 3210; LLOYD'S
SYNDICATE MIT 3210; LLOYD'S SYNDICATE
NAV 1221; LLOYD'S SYNDICATE QBE 1886;
LLOYD'S SYNDICATE SJC 2003; ROYAL &
SUN ALLIANCE INSURANCE COMPANY OF
CANADA; TEMPLE INSURANCE COMPANY;
and XL INSURANCE COMPANY SE.,

Defendants.

STIPULATION OF PARTIAL DISMISSAL AS TO DEFENDANT TEMPLE

WHEREAS, Plaintiffs Valeant Pharmaceuticals International, Inc., Valeant Pharmaceuticals International, and AGMS, Inc. (collectively, "Plaintiffs") filed this action seeking insurance coverage for certain claims under two sets of insurance programs: (1) a program for the period of September 28, 2013 to September 28, 2014 (the "2013-14 Program") and (2) a program for the period of September 28, 2015 to September 28, 2016 (the "2015-2016 Program");

WHEREAS, Defendant Temple Insurance Company ("Temple") issued an insurance policy as part of the 2013-14 Program and an insurance policy as part of the 2015-16 Program; and

WHEREAS, Plaintiffs and Temple have reached a settlement with respect to claims under the 2015-16 Program but not as to claims under the 2013-14 Program;

NOW THEREFORE, Plaintiffs and Temple hereby stipulate to the dismissal of Counts II, VI and VIII of Plaintiffs' Complaint and Causes of Action VII and VIII of Temple's Counterclaims (the "2015-16 Claims") in this action with prejudice and with each party bearing its own costs and attorneys' fees with respect to the litigation of the 2015-16 Claims. This stipulation does not apply to Plaintiffs' remaining claims against Temple in the Complaint or Temple's remaining Counterclaims against Plaintiffs (the "2013-14 Claims") or as to Plaintiffs' claims against any other Defendant in this litigation.

McCARTER & ENGLISH, LLP

By: /s/ Sherilyn Pastor
Sherilyn Pastor
Four Gateway Center
100 Mulberry Street
Newark, NJ 07102
(973) 622-4444

DAY PITNEY LLP

By: /s/ Elizabeth J. Sher
Elizabeth J. Sher
John Vukelj
605 Third Avenue, 31st Floor
New York, NY 10158-1803

-and-

John E. Failla
Nathan Lander
Om V. Alladi
PROSKAUER ROSE LLP
11 Times Square
New York, NY 10036
(212) 969-3000

(212) 297-5800

*Attorneys for Defendant,
Temple Insurance Company*

*Attorneys for Plaintiffs,
Valeant Pharmaceuticals International, Inc.,
Valeant Pharmaceuticals International, and
AGMS, Inc.*

IT IS SO ORDERED.

Dated: 10/26/2021



HON. MICHAEL A. SHIPP, U.S.D.J.